

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION  
www.flmb.uscourts.gov**

**IN RE:**  
**Miguel Conrado Guzman,**  
**Luz Celenia Guzman,**  
**Debtor(s).**

**CASE NO.:**  
**Chapter 13**

\_\_\_\_\_/\_\_\_\_\_  
Chapter 13 Plan

**CHECK ONE:**

\_\_\_\_\_ The Debtor<sup>1</sup> certifies that the Plan does not deviate from the model plan adopted by the Court at the time of the filing of this case. Any nonconforming provisions are deemed stricken.

  X   The Plan contains provisions that are specific to this Plan in paragraph 9, Nonconforming Provisions. Any nonconforming provisions not set forth in paragraph 9 is deemed stricken.

**1. MONTHLY PLAN PAYMENTS:** Plan payments include the Trustee's fee of 10% and shall begin (30) days from petition filing/conversion date. Debtor shall make payments to the Trustee for the period of 60 months. If the Trustee does not retain the full 10%, any portion not retained will be disbursed to allowed claims receiving payment under the plan and may cause an increased distribution to the unsecured class of creditors:

A.     \$2,465.00 for months 01 through 60

To pay the following creditors:

**2. ADMINISTRATIVE ATTORNEY'S FEES.**

**Base Fee** \$7,250.00   **Total Paid Prepetition** \$2,000.00   **Balance Due** \$5,250.00

**Balance due disburse as follow:**

**\$4,500.00 Bankruptcy Attorney Fees**

**\$50.00 per month starting month 6 (Monitoring Fee)\*\*section 9.**

**3. PRIORITY CLAIMS (as defined in 11 U.S.C. §507).**

**Last 4 Digits**

**Creditor**

**Total Claim**

<sup>1</sup> All references to "Debtor" include and refer to both of the debtors in a case filed jointly by two individuals.

of Acct No.

9540	Internal Revenue Service	\$1,500.00
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4. **TRUSTEE FEES:** Trustee shall receive a fee from each payment received, the percentage of which is fixed periodically by the United States Trustee.

5. **SECURED CLAIMS.** Pre-Confirmation payments allocated to secured creditors under the Plan, other than amounts allocated to cure arrearages, shall be deemed adequate protection payments.

(A) **Claims Secured by Real Property Which Debtor Intends to Retain/ Mortgage Payments and Arrears, if any, Paid through the Plan:** If the Plan provides for curing prepetition arrearages on a mortgage, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments on the following mortgage claims:

Last 4 Digits of Acct No.	Creditor	Collateral Address	Regular Mo. Pmt.	Gap Pmt.	Arrears
0990	Nationstar Mtg	51 Jett Loop	\$1,344.93	\$0.00	\$23,150.00

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(B) **Claims Secured by Real Property/Debtor Intends to Seek Mortgage Modification.** Pending the resolution of a mortgage modification request, Debtor shall make the following adequate protection payments to the Trustee: (1) for *homestead* property, the lesser of 31% of gross disposable monthly income of Debtor and non-filing spouse, if any (after deducting homeowners association fees), or the normal monthly contractual mortgage payment, or (2) for non-homestead, income producing property, 75% of the gross rental income generated from the property:

Last 4 Digits of Acct No.	Creditor	Collateral Address	Pmt.Amt.
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**(C) Claims Secured by Real Property or Personal Property to Which Section 506 Valuation APPLIES.** Under 11 U.S.C. § 1322(b)(2), this provision does not apply to a claim secured solely by the Debtor's principal residence. A separate motion to determine secured status or to value collateral must be filed. The secured portion of the claim, estimated below, shall be paid:

Last 4 Digits of Acct No.	Creditor	Collateral Desc./Address	Claim Amt. Value	Pmt.	Interest@____%
1001	Capital One Auto	2011 Ford Escape	\$9,800.00	\$187.19	5.50%

**(D) Claims Secured by Real Property and/or Personal Property to Which Section 506 Valuation DOES NOT APPLY.** Claims of the following secured creditors shall be paid in full with interest:

Last 4 Digits of Acct No.	Creditor	Collateral Desc./Address	Claim Amt. Value	Pmt.	Interest@____%
Jett	Spring Harbor HOA	51 Jett Loop	\$9,685.93	\$182.39	4.91%

**(E) Claims Secured by Personal Property- Maintaining Regular Payments and Curing Arrearages, if any, with All Payments in Plan.**

Last 4 Digits of Acct No.	Creditor	Collateral Description	Regular Payment	Arrearages

**(F) Secured Claims/Lease Claims Paid Direct by Debtor:** The following secured claims/lease claims are being made via automatic debit/draft from Debtor's depository account and are continue to be paid direct to the creditor or lessor by Debtor outside the plan via automatic debit/draft. The automatic stay is terminated *in rem* as to the Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate the Debtor's state law contract rights. (Note: The Plan must provide for the assumption of lease claims that Debtor proposes to pay direct in the Lease/Executory Contract Section 6 below.)

Last 4 Digits of Acct No.	Creditor	Property/Collateral
1629	McCoy Federal Credit Union	Secured Credit Card #1629

**(G) Liens to be Avoided per 11 U.S.C. § 522/Stripped Off per 11 U.S.C. § 506.** A separate motion to avoid a lien under § or to determine secured status and to strip a lien under § 506 must be filed.

Last 4 Digits of Acct No.	Creditor	Collateral Description/Address
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**(H) Surrender of Collateral/Leased Property.** Debtor will surrender the following collateral/leased property. The automatic stay is terminated *in rem* as to the Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. (Note: The Plan must provide for the rejection of lease claims in the Lease/Executory Contract section below.)

Last 4 Digits of Acct No.	Creditor	Property/Collateral to be Surrendered
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**6. LEASES/EXECUTORY CONTRACTS.**

Last 4 Digits Of Acct No.	Creditor	Property	Assume/Reject-Surrender	Est. Arrears
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**7. GENERAL UNSECURED CREDITORS:** General unsecured creditors with allowed claims shall receive a *pro rata* share of the balance of any funds remaining after payments to the above referenced creditors or shall otherwise be paid under a subsequent Order Confirming Plan. The estimated dividend to unsecured creditors shall be no less than \$2,607.00.

**8. ADDITIONAL PROVISIONS:**

(A) Secured creditors, whether or not dealt with under the Plan, shall retain the liens securing such claims:

(B) Payments made to any creditor shall be based upon the amount set forth in the creditor's proof of claim or other amount as allowed by an Order of the Bankruptcy Court.

(C) Property of the estate (check one)\*

(1) \_\_\_\_\_ shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise; or

(2)   X   shall vest in the Debtor upon confirmation of the Plan.

\*If the Debtor fails to check (a) or (b) above, or if the Debtor checks both (a) and (b), property of the estate shall not vest in the Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise.

(D) The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief and/or the proofs of claims as filed and allowed. The Trustee shall only pay creditors with filed and allowed proof of claims. An allowed proof of claim will control, unless the Court orders otherwise.

(E) The Debtor may attach a summary or spreadsheet to provide an estimate of anticipated distributions. The actual distributions may vary. If the summary of spreadsheet conflicts with this Plan, the provisions of the Plan control prior to confirmation, after which time the Order Confirming Plan shall control.

(F) Debtor shall timely file all tax returns and make all tax payments and deposits when due. (However, if Debtor is not required to file tax returns, Debtor shall provide Trustee with a statement to that effect.) For each tax return that becomes due after the case is filed, Debtor shall provide a complete copy of the tax return, including business returns if Debtor owns a business, together with all related W-2s and Form 1099s, to the Trustee within 14 days of filing the return. Unless otherwise ordered by the Court, Debtor shall turn over to the Trustee all tax refunds in addition to Regular Plan Payments. Debtor shall not instruct the Internal Revenue Service or other taxing agency to apply a refund to the following year's tax liability. **Debtor shall spend no tax refunds without prior court approval.**

9. NONCONFORMING PROVISIONS:

\*\*See spreadsheet for disbursements

\$50.00 monitoring fee after post-confirmation

Miguel C. Giron  
Debtor

Dated: 03/20/2017

Luz Serna  
Debtor

Dated: 3/20/2017

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of this Chapter 13 Plan of Debtor(s) was furnished by United States mail, postage prepaid, to All Creditors and Parties in Interest as listed on the Court's Matrix as attached, this 20th day of March, 2017.

/s/ WALTER F. BENENATI

Walter F. Benenati

Florida Bar No. 46679

Law Offices of Walter F. Benenati

Credit Attorney, P.A.

2702 East Robinson Street

Orlando, Florida 32803

(407) 777-7777

(407) 236-7667

Email: wfb@777lawfirm.com

Attorney for Debtor(s)

[illegible]

			CAPITAL ONE AUTO		SPRING HARBOR HOA		NATIONSTAR MTG			IRS		
			2011 Ford Escape				Arrears					
	60											
4/19/2017	1		\$187.19		\$182.39		\$0.00					
5/19/2017	2		\$187.19		\$182.39		\$0.00					
6/19/2017	3		\$187.19		\$182.39		\$0.00					
7/19/2017	4		\$187.19		\$182.39		\$0.00					
8/19/2017	5		\$187.19		\$182.39		\$0.00	5 at				
9/19/2017	6		\$187.19		\$182.39		\$350.00			\$100.00		
10/19/2017	7		\$187.19		\$182.39		\$350.00			\$100.00		
11/19/2017	8		\$187.19		\$182.39		\$350.00	3 at		\$100.00		
12/19/2017	9		\$187.19		\$182.39		\$425.00			\$25.00		
1/19/2018	10		\$187.19		\$182.39		\$425.00			\$25.00		
2/19/2018	11		\$187.19		\$182.39		\$425.00			\$25.00		
3/19/2018	12		\$187.19		\$182.39		\$425.00			\$25.00		
4/19/2018	13		\$187.19		\$182.39		\$425.00			\$25.00		
5/19/2018	14		\$187.19		\$182.39		\$425.00			\$25.00		
6/19/2018	15		\$187.19		\$182.39		\$425.00			\$25.00		
7/19/2018	16		\$187.19		\$182.39		\$425.00			\$25.00		
8/19/2018	17		\$187.19		\$182.39		\$425.00			\$25.00		
9/19/2018	18		\$187.19		\$182.39		\$425.00			\$25.00		
10/19/2018	19		\$187.19		\$182.39		\$425.00			\$25.00		
11/19/2018	20		\$187.19		\$182.39		\$425.00			\$25.00		
12/19/2018	21		\$187.19		\$182.39		\$425.00			\$25.00		
1/19/2019	22		\$187.19		\$182.39		\$425.00			\$25.00		
2/19/2019	23		\$187.19		\$182.39		\$425.00			\$25.00		
3/19/2019	24		\$187.19		\$182.39		\$425.00			\$25.00		
4/19/2019	25		\$187.19		\$182.39		\$425.00			\$25.00		
5/19/2019	26		\$187.19		\$182.39		\$425.00			\$25.00		
6/19/2019	27		\$187.19		\$182.39		\$425.00			\$25.00		
7/19/2019	28		\$187.19		\$182.39		\$425.00			\$25.00		
8/19/2019	29		\$187.19		\$182.39		\$425.00			\$25.00		
9/19/2019	30		\$187.19		\$182.39		\$425.00			\$25.00		
10/19/2019	31		\$187.19		\$182.39		\$425.00			\$25.00		
11/19/2019	32		\$187.19		\$182.39		\$425.00			\$25.00		
12/19/2019	33		\$187.19		\$182.39		\$425.00			\$25.00		
1/19/2020	34		\$187.19		\$182.39		\$425.00			\$25.00		
2/19/2020	35		\$187.19		\$182.39		\$425.00			\$25.00		
3/19/2020	36		\$187.19		\$182.39		\$425.00			\$25.00		
4/19/2020	37		\$187.19		\$182.39		\$425.00			\$25.00		
5/19/2020	38		\$187.19		\$182.39		\$425.00			\$25.00		
6/19/2020	39		\$187.19		\$182.39		\$425.00			\$25.00		
7/19/2020	40		\$187.19		\$182.39		\$425.00			\$25.00		
8/19/2020	41		\$187.19		\$182.39		\$425.00			\$25.00		
9/19/2020	42		\$187.19		\$182.39		\$425.00			\$25.00		
10/19/2020	43		\$187.19		\$182.39		\$425.00			\$25.00		
11/19/2020	44		\$187.19		\$182.39		\$425.00			\$25.00		
12/19/2020	45		\$187.19		\$182.39		\$425.00			\$25.00		
1/19/2021	46		\$187.19		\$182.39		\$425.00			\$25.00		
2/19/2021	47		\$187.19		\$182.39		\$425.00			\$25.00		
3/19/2021	48		\$187.19		\$182.39		\$425.00			\$25.00		
4/19/2021	49		\$187.19		\$182.39		\$425.00			\$25.00		
5/19/2021	50		\$187.19		\$182.39		\$425.00			\$25.00		
6/19/2021	51		\$187.19		\$182.39		\$425.00			\$25.00		
7/19/2021	52		\$187.19		\$182.39		\$425.00			\$25.00		
8/19/2021	53		\$187.19		\$182.39		\$425.00			\$25.00		
9/19/2021	54		\$187.19		\$182.39		\$425.00			\$25.00		
10/19/2021	55		\$187.19		\$182.39		\$425.00			\$25.00		
11/19/2021	56		\$187.19		\$182.39		\$425.00	48 at		\$25.00		
12/19/2021	57		\$187.19		\$182.39		\$425.00					
1/19/2022	58		\$187.19		\$182.39		\$425.00					
2/19/2022	59		\$187.19		\$182.39		\$425.00					
3/19/2022	60	60 at	\$187.19		\$182.39		\$425.00				60 at	
			\$11,231.40		\$10,943.40		\$23,150.00			\$1,500.00		